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A Professional Corporation
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5 Attorneys for Plaintiff
6 SAMIRIAN CHEMICALS, INC.,
a California corporation
7

8
9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**
11 **SAN JOSE DIVISION**

12 SAMIRIAN CHEMICALS, INC., a
California corporation,

13 Plaintiff,

14 vs.

15 VEOLIA WTS USA, INC., a
16 Pennsylvania corporation, formerly
known as SUEZ WTS USA, INC.,

17 Defendant.
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Case No. _____

COMPLAINT FOR:

1. BREACH OF CONTRACT;
2. OPEN BOOK ACCOUNT; and,
3. ACCOUNT STATED

DEMAND FOR JURY TRIAL

1 Plaintiff, Samirian Chemicals, Inc. (“Plaintiff”), alleges as follows:

2 **I. PARTIES**

3 1. Plaintiff is a California corporation, with its principal place of business
4 in Santa Clara County, California. Plaintiff is a minority owned distributor of
5 specialty chemicals serving a wide range of industries and companies.

6 2. Defendant Veolia WTS USA, Inc., formerly known as Suez WTS USA,
7 Inc. (“Suez”), is a Pennsylvania corporation registered to do business in California.
8 Plaintiff is informed and believes, and based thereon alleges, that at all relevant times
9 to this action, Suez has provided industrial water treatment services, including for
10 boilers, cooling towers, and waste water facilities across the United States, including
11 in California. Plaintiff is further informed and believes, and based thereon alleges,
12 that at all relevant times, Suez has also operated under the d/b/a Suez’s Water
13 Technologies and Solutions.

14 **II. JURISDICTION AND VENUE**

15 3. This Court has subject matter jurisdiction over this matter pursuant to
16 28 U.S.C. section 1332 because the amount in controversy exceeds \$75,000 and
17 because the Plaintiff and Suez are citizens of different states – California, and
18 Pennsylvania, respectively.

19 4. This Court also has general and specific personal jurisdiction over the
20 parties. Plaintiff is informed and believes, and based thereon alleges, that Suez’s
21 affiliation and contacts with California are continuous and systematic, including
22 maintaining offices in California (including in San Jose), maintaining employees in
23 California, maintaining California state issued licenses, conducting substantial
24 business in California, and providing services to companies across California.
25 Furthermore, Suez entered into the contract at issue in this action with Plaintiff in
26 California.

27 5. Venue is proper in this Court because the contract at issue in this action
28 was entered into California, and because Suez has an office and business operations

1 in San Jose, California.

2 **III. STATEMENT OF MATERIAL FACTS**

3 6. On or about January 19, 2022, Suez delivered Purchase Order No.
 4 4503721984 (the "Purchase Order") to Plaintiff at its business address located at
 5 1999 Bascom Avenue, Suite 515, Campbell, California, in the County of Santa Clara
 6 (the "Campbell Office"). Pursuant to the Purchase Order, and in accordance with
 7 prior purchase orders between the parties, Suez purchased twenty (20) bags of UN
 8 2967 Sulfamic Acid Class 8, PG III (the "Product"), at an agreed to purchase price
 9 of \$3.25 per pound (the total weight equaling approximately 44,100 pounds). A true
 10 and correct copy of the Purchase Order is attached hereto as **Exhibit "1."** Plaintiff
 11 accepted the Purchase Order in Santa Clara County, and agreed to deliver the Product
 12 in accordance therewith.

13 7. Pursuant to the Purchase Order, Suez agreed to pay Plaintiff the total
 14 sum of \$143,325.00 following delivery of the Product to Suez's Beaumont Plant
 15 located at 10658 Highway 90, Beaumont, Texas 77713 (the "Beaumont Plant"), with
 16 payment to be made net-30 days from the date of invoicing.

17 8. Plaintiff delivered the Product to Suez in accordance with the Purchase
 18 Order, and Suez signed a Bill of Lading (the "Bill of Lading") confirming receipt of
 19 the Product. A true and correct copy of the Bill of Lading is attached hereto as
 20 **Exhibit "2."**

21 9. On or about April 11, 2022, Plaintiff issued and delivered Invoice No.
 22 401953 (the "Invoice") seeking payment of \$143,301.22 for delivery of the Product
 23 in accordance with the Purchase Order. A true and correct copy of the Invoice is
 24 attached hereto as **Exhibit "3."**

25 10. Plaintiff has made repeated prior demands for prompt payment of the
 26 amounts due and owing, but Suez has refused, and continues to refuse, to pay all
 27 sums due and owing to Plaintiff as required under the Purchase Order and Invoice.
 28

IV. CAUSES OF ACTION

FIRST CAUSE OF ACTION

Breach of Contract

(Against Defendant Suez)

11. Plaintiff repeats and realleges the allegations in paragraphs 1 through 10 of this Complaint, and incorporates the same herein by this reference as though fully set forth in this cause of action.

12. Suez issued the Purchase Order to Plaintiff at Plaintiff's Beaumont Office.

13. Plaintiff accepted the Purchase Order from Plaintiff's Campbell Office and agreed to deliver the Product to Suez's Beaumont Plant.

14. On or about April 5, 2022, Plaintiff delivered the Product to the Beaumont Plant in accordance with the Purchase Order, and Suez accepted the delivery and signed the Bill of Lading.

15. On or about April 11, 2022, Plaintiff issued and delivered the Invoice to Suez for payment of \$143,301.22 for delivery of the Product to Suez in accordance with the Purchase Order. Accordingly, Suez was required to pay this sum within thirty (30) days of the Invoice, or May 11, 2022.

16. Despite repeated demands for prompt payment, Suez has failed, and continues to fail to pay Plaintiff for all sums due and owing under the Purchase Order and Invoice.

17. Due to Suez's breach for non-payment, Plaintiff is entitled to damages in the principal sum of \$143,301.22, plus interest at the legal rate of 10 percent (10%), which through October 13, 2023 totals \$20,415.20, and will continue to accrue at \$39.26 per day thereafter, or according to proof at the time of trial or entry of judgment.

18. Plaintiff has performed all conditions, covenants, and promises required of it under the parties' contract, except for those which may be excused due to the

1 acts or omissions of Suez, or as a matter of law.

2 **SECOND CAUSE OF ACTION**

3 **OPEN BOOK ACCOUNT**

4 **(Against Defendant Suez)**

5 19. Plaintiff repeats and realleges the allegations in paragraphs 1 through 10
6 of this Complaint, and incorporates the same herein by this reference as though fully
7 set forth in this cause of action.

8 20. Plaintiff and Suez had ongoing business and financial transactions with
9 each other pursuant to which Plaintiff would deliver to Suez various chemicals and
10 products, including the Product, at Suez's request.

11 21. Plaintiff, in the regular course of its business, kept a written account of
12 the amounts of the debits and credits involved in the parties transactions.

13 22. Following delivery of the Product to Suez at Suez's request, Suez
14 became indebted to Plaintiff on an open book account for money due in the amount
15 of \$143,301.22.

16 23. Plaintiff sent the Invoice to Suez. However, Suez has failed to pay any
17 of the sums due and owing thereunder.

18 24. There is now, due and owing and unpaid from Suez to Plaintiff the sum
19 of \$143,301.22, plus interest through October 13, 2023, of \$20,415.20, which will
20 continue to accrue at \$39.26 per day thereafter or according to proof at the time of
21 trial or entry of judgment, as well as attorneys' fees and costs as provided by law.

22 **THIRD CAUSE OF ACTION**

23 **ACCOUNT STATED**

24 **(Against Defendant Suez)**

25 25. Plaintiff repeats and realleges the allegations in paragraphs 1 through 10
26 of this Complaint, and incorporates the same herein by this reference as though fully
27 set forth in this cause of action.

28 26. Within the last four years, an account was stated in writing by and

1 between Plaintiff and Suez, wherein it was agreed that Suez was indebted to Plaintiff
2 in the sum of \$143,301.22.

3 27. Suez promised to pay Plaintiff the sum of \$143,301.22 on the account
4 stated.

5 28. Plaintiff has performed all obligations it agreed to perform except for
6 those excused by the acts and omissions of Suez.

7 29. Although payment of the unpaid balance has been demanded on Suez,
8 Suez has failed and refused, and continues to fail and refuse to pay any part of this
9 sum.

10 30. There is now due, owing and unpaid to Plaintiff the sum of \$143,301.22,
11 plus interest through October 13, 2023, of \$20,415.20, which will continue to accrue
12 at \$39.26 per day thereafter, or according to proof at the time of trial or entry of
13 judgment.

14 **V. PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for judgment against Defendant Suez, as
16 follows:

17 **AS TO THE FIRST CAUSE OF ACTION**

18 1. For compensatory damages in the principal sum of \$143,301.22, or an
19 amount according to proof; and,

20 2. For default interest at the legal rate, which through October 13, 2023,
21 totals \$20,415.20, and which will continue to accrue at \$39.26 per day thereafter, or
22 according to proof at the time of trial or entry of judgment.

23 **AS TO THE SECOND CAUSE OF ACTION**

24 1. For compensatory damages in the principal sum of \$143,301.22, or an
25 amount according to proof;

26 2. For default interest at the legal rate, which through October 13, 2023,
27 totals \$20,415.20, and which will continue to accrue at \$39.26 per day thereafter, or
28 according to proof at the time of trial or entry of judgment; and,

3. For attorneys' fees as authorized by law.

AS TO THE THIRD CAUSE OF ACTION

1. For compensatory damages in the principal sum of \$143,301.22, or an amount according to proof; and,

2. For default interest at the legal rate, which through October 13, 2023, totals \$20,415.20, and which will continue to accrue at \$39.26 per day thereafter, or according to proof at the time of trial or entry of judgment.

AS TO ALL CAUSES OF ACTION

1. For all costs of suit incurred herein; and,

2. For such other and further relief as this Court may deem just and proper.

VI. JURY DEMAND

Plaintiff demands a trial by jury of all issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedure.

DATED: October 13, 2023

BUCHALTER
A Professional Corporation

By: /s/Jacqueline N. Vu
MICHAEL J. MUSE-FISHER
Email: mmuse-fisher@buchalter.com
JACQUELINE N. VU
Email: jvu@buchalter.com

Attorneys for Plaintiff
SAMIRIAN CHEMICALS, INC., a
California corporation

EXHIBIT 1



SUEZ WTS USA, Inc. 4636
Somerton Rd. Trevose,PA
19053,United States

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| VENDOR | | SHIPPING TERMS | | PAGE | ORDER DATE | PURCHASE ORDER NUMBER |
|----------------------------|--|--------------------|---------------------------------|--|------------|---|
| 258934 | | Delivered At Place | | 1 of 9 | 2022.01.19 | 4503721984 |
| SHIP VIA | | | PAYMENT TERMS | | | OUTLINE AGREEMENT REF. |
| Delivery at named Place | | | Net 30 Days From Invoice Date | | | 4600025288 |
| S H I P P O | SUEZ WTS USA, Inc. BEAUMONT PLANT 10658 Highway 90 BEAUMONT TX 77713-3472 UNITED STATES Tel No:409 866-4778 Fax No: 409 866-8526 | | R E M I T T O | Bill to LEGAL ENTITY Name and address: SUEZ WTS USA, Inc 4636 Somerton Road Trevose PA 19053,United States Please send invoices and the invoice attachments via email to: SUEZinvoice_US_1001@biss.at Submit one invoice per email as PDF file. | | SCAN and EMAIL one invoice per email to: SUEZinvoice_US_1001@biss.at Preferred invoice submission - scan and email. Contact NAM-B2PHELPDESK@FINANCE-SUEZ.COM for Invoice status or related invoice questions Reference PO number on Invoice a well as description of product or service and corresponding po line item. |
| | | | | | | |
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| | | | | | | |

| ITEM | MATERIAL NUMBER / DESCRIPTION | QUANTITY | DELIVERY DATE | PRICE / UNIT | TOTAL PRICE |
|---|--|-----------|---------------|----------------------|-------------------|
| 00010 | 6263 SULFAMIC ACID (RM) SULPHAMIC ACID SULPHAMIC ACID SUPER SAKS Vendor Material No.: SUPER SAKS OF SULFAMIC ACID Certificate of Analysis is Required | 20.000 B5 | 2022.04.05 | 3.25 USD/1 LB | 143,325.00 |
| | | | | Net Total USD | 143,325.00 |
| Part number must be referenced on Packing slip and Invoices. Standard Terms and Conditions are incorporated herein. Contact the buyer listed for a copy of these terms and conditions, if not provided with this order. | | | | | |
| Please provide written acknowledgement of receipt and acceptance of this purchase order with the prices and delivery dates listed on the order within 24 hours to: Anup Joshi , SUEZ Water Technologies & Solutions, PHONE: 91-77953 910,FAX: 91-77953 91047, EMAIL:anupk.joshi@suez.com | | | | | |
| Quality Statement: All material procured under this PO and all the related manufacturing processes/procedures shall conform to General Supplier Quality requirements, General Water Quality specification. To obtain | | | | | |



SUEZ WTS USA, Inc. 4636
Somerton Rd. Trevose, PA
19053, United States

| VENDOR | SHIPPING TERMS | PAGE | Order Date | PURCHASE ORDER |
|--------|--------------------|--------|------------|----------------|
| 258934 | Delivered At Place | 2 of 9 | 2022.01.19 | 4503721984 |

a copy, please contact the Buyer indicated on the PO.

Technical Regulatory Requirements (TRS):

The part/assembly referenced in this purchase order may have special Environmental Technical Regulatory Requirements which are a function of its country/region where it is being finally shipped to.

Packaging Requirement:

Suppliers must comply with all domestic and international packaging requirements according to specification Water Marking Preserving Packaging and Shipping spec. 206-009A. Goods shall be packaged in solid packages not limited to Country of Origin, Preservation, Long Term Storage, Handling and Markings. Any costs incurred due to non-compliance will be charged. Please contact your Buyer to obtain a copy of the above referred document.

EXHIBIT 2

**SAMIRIAN
CHEMICALS INC.**

1999 S. Bascom Ave. Suite 515
Campbell CA 95008
Niklaus Tilker 408-337-6595
niklaus_tilker@samirian.com

Bill of Lading

SO04231

4/4/22

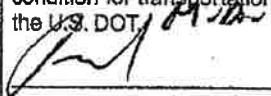
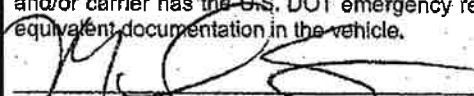
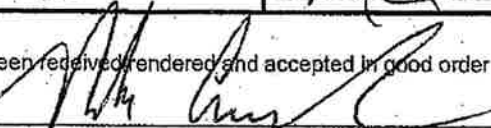
| Carrier Name | Ship To Address | Pickup From Address |
|---------------------|---|---|
| | SUEZ WTS USA, INC 10658 Highway 90 Beaumont TX 77713-3472 | All Points Warehouse All Points Warehouse 1503 Gazin St Houston TX 77020 |
| Third Party Billing | Instruction to Warehouse | |
| | CONTAINER #TRHU1050875 | For Flight |
| Customer PO# | Pick Up Date | Freight Terms |
| 4503721984 | 4/5/2022 | Delivered |

Sent 1617989

| Item | Pallets | Bags | Haz | Weight | Lot # | Initial |
|--|---------|------|-----|--------------------|----------|---------|
| UN 2967 Sulfamic Acid Class 8, PG III; CAS# 5329-14-6; S13501 1MT PP Woven Super Sack PE Coated with Spout | 15 | 15 | Yes | 33069.51 Pounds | SA105094 | |
| UN 2967 Sulfamic Acid Class 8, PG III; CAS# 5329-14-6; S13501 1MT PP Woven Super Sack PE Coated with Spout | 5 | 5 | Yes | 11023.17 Pounds | SA105095 | |

Driver: Please circle the lot #(s) and the pallet count that has been picked up, then initial each line item.

Note: Any change to lot #(s) and the pallet count MUST have Samirian approval.

| | |
|--|---|
| Shipper Signature This is to certify that the above named materials are properly classified, described, packaged, marked, labeled and are in proper condition for transportation according to the applicable regulations of the U.S. DOT.  Date: 4.6.22 | Carrier Signature Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. DOT emergency response guidebook or equivalent documentation in the vehicle.  Carrier |
| Receipt of Merchandise by Consignee I certify that the item(s) listed above have been received, rendered and accepted in good order as noted as of this date: Date: 4.17.22 Signed:  | |

IN CASE OF AN EMERGENCY CALL CHEMTREC 800-424-9300; CONTRACT NUMBER: 19498
NOTE: Liability limited for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(C)(1)(A) and (B)

EXHIBIT 3

**SAMIRIAN
CHEMICALS INC.**

Samirian Chemicals, Inc.
1999 S Bascom Ave, Suite 700, PMB # 736
Campbell CA 95008
(408) 558-8282
<http://www.samirian.com>

Invoice

No. 401953

April 11, 2022

Bill To

SUEZ WTS USA, Inc
4636 Somerton Rd.
Trevose PA 19053-6783

Ship To

SUEZ WTS USA, INC
10658 Highway 90
Beaumont TX 77713-3472

Customer PO #

4503721984

Due Date

5/11/2022

Freight Terms

Delivered

Payment Terms

Net 30

| Item | Bags | Weight | Price | Line Total |
|--|------|---------------|-----------|--------------|
| UN 2967 Sulfamic Acid Class 8, PG III; CAS# 5329-14-6; S13501 1MT PP Woven Super Sack PE Coated with Spout | 15 | 33,069.51 lbs | \$3.25/lb | \$107,475.91 |
| UN 2967 Sulfamic Acid Class 8, PG III; CAS# 5329-14-6; S13501 1MT PP Woven Super Sack PE Coated with Spout | 5 | 11,023.17 lbs | \$3.25/lb | \$35,825.30 |

Total USD \$143,301.22**Remit To:**

Beneficiary Bank: [REDACTED]
WIRE Routing Number: [REDACTED]
ACH Routing Number: [REDACTED]
SWIFT Code: [REDACTED]
Beneficiary Name: Samirian Chemicals, Inc
Account Number: [REDACTED]
Contact: accounting@samirian.com
(Banking detail for wire transfer and ACH payment)

Paid by Check:

Samirian Chemicals, Inc.
P.O. Box 3088
Saratoga, CA 95070

Disclaimer

Samirian Chemicals, Inc. hereby certifies that the information on this invoice is true and correct and that the pricing and contents of this shipment are as stated above. The customer may be financially charged for late payments. Future orders may be rejected if the customer's credit limit is exceeded.